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UNITED STATES OF AMERICA
BEFORE THE
SECURITIES AND EXCHANGE COMMISSION

Received

MAR 30 2015

Office of Administrative
Law Judges

Administrative Proceeding
File No. 3-16274

In the matter of :
GREGORY VIOLA, :
Respondent. :
_____ :

RESPONDENT'S OPPOSITION TO DIVISION OF ENFORCEMENT'S
MOTION FOR SUMMARY DISPOSITION

Respondent, Gregory Viola, pursuant to Exhibit A, Respondent's Amended Motion for New Trial, and other facts put forth herein objects to the Division of Enforcement's Motion for Summary Disposition as there are unresolved disputes between the parties as a matter of facts.

A verdict of acquittal of count one and count two as to Gregory Viola is the only available remedy, based on the facts below.

The complaint FBI Agent Wendy Bowersox, filed, in this matter, on August 11, 2011, was in part based on a perjured Stamford, Connecticut police report based on the representations of know underworld figures and bookmakers, Louis and Richard Moavero, see Exhibit D of Viola's March 10, 2015 Amended Motion for New Trial attached hereto. In the criminal complaint, pages 3-4, paragraphs 6-9, the complainant FBI Agent Wendy Bowersox misrepresented the actual facts herein.

Paragraph 9. "In early July 2011 investor #1 reported to the

Stamford Police his concerns that he was the victim of a Ponzi scheme engineered by Viola." (Exhibit D).

The true facts of the case lies within Exhibit C of Viola's Amended Motion for a New Trial.

Exhibit C is a copy of a Chapter 7 bankruptcy proceeding filing, filed by Trustee Karen Rescia as Doc 180 in case no. 11-32113 in the United States Bankruptcy Court of the District of Connecticut, New Haven Division.

The last item on page one of the adversary proceeding cover sheet for 11-32113 is a demand for \$370K.

This amount reflects, count one and count two victims, an actual trading profit paid to the two alleged victims, not a loss but a gain. This gain ^{VICTIMS} ~~vicates~~ any crime.

FBI Agent Bowersox failed to fully investigate the victim claims of loss as the result was a \$370,000 profit.

The perjury-based complaint, the total breakdown of the defense team who advised Viola to take a quick plea, and the suborning of that perjury by AUSA Richard Schechter can only result in a vacatur of judgment as to Viola.

Without that guilty verdict and a correct analysis performed on all trading transactions this matter cannot be resolved.

Bowersox and Schechter know that there were numerous boxes of back accounts that were not factored in the final number.

The Chapter Seven proceeding brings to light the "rush to justice" that saddled Viola with 100 months imprisonment and \$6,872,633.97 in restitution.

The Bankruptcy Court is narrowing the lost gap. It is

Gregory Viola

[REDACTED]
Ayer, MA 01432

March 20, 2015

Honorable Carol Fox Foelak
Office of Administrative Law Judges
Securities and Exchange Commission
100 F. Street N.E.
Washington, D.C. 20549-2557

RE: In the matter of
Gregory Viola, Admin. Proc. File No. 3-16274

Dear Judge Carol Fox Foelak:

Please find enclosed my Opposition to Division of Enforcement's Motion for Summary Disposition.

Sincerely,

Gregory Viola
Gregory Viola

cc: Ellen Buber Moynihan

possible that with the \$25 million insertion from Viola and his girlfriend that there are no losses, only bad accounting.

PROPOSED FINDING OF FACTS

Viola objects to paragraphs 1-12 as they are based on the perjury of Louis and Richard Moavero, that was suborned herein by the Government, as proven by the Bankruptcy Court.

ARGUMENT

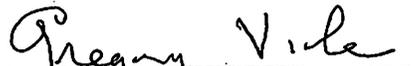
A motion for summary disposition cannot be granted here, as a genuine issue with regard to numerous material facts are as of yet unresolved.

Therefore, as a "matter of law" a summary disposition is premature and cannot be granted herein.

CONCLUSION

For the reasons stated above, this Court must deny the Division's Motion for Summary Disposition.

Respectfully submitted,



Gregory Viola, pro se


Ayer, MA 01432

CERTIFICATE OF SERVICE

I certify that on the 20th day of March, 2015, I timely filed Respondent's Opposition to Division of Enforcement's Motion for a Summary Disposition by depositing same in the institutional mail system of FMC Devens, Ayer, MA, via First Class U.S. Mail to the following parties at the addresses indicated:

Honorable Carol Fox Foelak
Office of Administrative Law Judges
Securities and Exchange Commission
100 F. Street N.E.
Washington, D.C. 20549-2557

Ellen Buber Moynihan
Senior Investigations Counsel
U.S. Securities and Exchange Commission
Boston Regional Office
33 Arch Street, 23rd Floor
Boston, MA 02110



Gregory Viola

Gregory Viola

[REDACTED]
Ayer, MA 01432

March 10, 2015

Clerk
United States District Court
District of Connecticut
157 Church Street
New Haven, CT 06540



RE: Case No. 3:12-CR-25-VLB

Dear Sir or Madam:

Please file enclosed Amended Motion for New Trial.

Thank you.

Yours truly,

Gregory Viola

Gregory Viola

cc: Richard J. Schechter, AUSA

(New Haven) in bankruptcy petition number 11-32113; In re Gregory R. Viola, and restitution totals based on Attachment A - Summary of Investors, in this matter, hereinafter referred to as (Exhibit B) in the amount of \$6,872,633.97 subtracted from Exhibit A, the winners on January 29, 2012, outdistanced the losers by an amount of \$486, 247.

(2) Based on new evidence, Exhibit A, Defendant's guilty plea to Count 1 and Count 2 of violating Title 18 U.S.C. Section 1341 by defrauding Lou and Richard Moaveno falls as Blum Shapiro has determined that the alleged victims actually gained at least \$370,000 from their investments thereby vindicating Defendant from those charges. That is now supported by New Exhibit E, Stamford Police Department Incident Report.

(3) Based on new evidence that Defendant's CJA-appointed attorney H. James Pickerstein, who resigned on December 5, 2014, conspired with AUSA Richard J. Schechter to convict Defendant.

HISTORY

On February 1, 2012, the Defendant entered into a written plea agreement and in-court sentencing colloquy in which he waived his right to be indicted and pled guilty to a two-count Information charging him with two counts of Mail Fraud, in violation of Title 18 U.S.C. § 1341. He was sentenced on October 4, 2012 to a term of 100 months in custody on each count, to run concurrently, followed by 36 months of supervised release. Restitution was ordered in the amount of \$6,872,633.97. No fine was imposed. Judgment was entered on October 5, 2012. On October

15, 2012 the Defendant filed his Notice of Appeal.

On November 9, 2012 (dated November 8, 2012), the District Court filed an "Amendment to Judgment" which vacated the Court's forfeiture order and amended its restitution order "to require payment to the victims listed in Attachment A annexed to the Government's Sentencing Memorandum" (Exhibit B).

On February 10, 2014 the United States Court of Appeals for the Second Circuit affirmed this Court's judgment, and on November 17, 2014 the United States Supreme Court denied Defendant's Petition for Writ of Certiorari.

On this 29th day of January, 2015, Defendant timely files this Motion for New Trial pursuant to Rule 33, New Evidence.

[Remainder of page intentionally left blank.]

STATEMENT OF FACTS

Until the events giving rise to the within prosecution, Defendant Gregory Viola lived not only a law-abiding life, but, as his many pieces of correspondence addressed to his sentencing judge confirmed, he was a compassionate humanitarian, an extremely hard worker, and a veritable "pillar" of his community.

Most pertinent to the issues raised hereinafter are the facts supporting the conduct for which he stands criminally convicted by a plea of guilty to a two-count Information alleging mail fraud. The gravamen of each charge is that Defendant used the U.S. Mail to defraud two investors, Lou and Richard Moavero. In fact, each received an actual profit on the holdings they provided to Defendant to invest at his discretion, which profit was many times greater than any returns experienced by the S & P, the DJIA, or NASDAQ. Page 1 of Exhibit A reflects the sueable clawback amount to be \$370,000. Obviously the Moaveros were not defrauded. Actually, the Defendant was duped into pleading guilty by his defense team at the behest of AUSA Schechter.

For most of his adult life, Defendant was employed in very responsible tax manager-type positions for significant corporations which rightly depended on his reputation for reliability, competency, industry and highly ethical conduct. Defendant worked as a Tax Analyst for General Electric Corporation from 1973 to 1978 and as a Tax Manager for Texas Gulf Corporation from 1978 to 1980. He worked as a Tax Manager for several other smaller corporations from 1980 to 1989. He was the Manager of Tax Compliance for CitiGroup from 1989 to 2004 and a

Tax Manager for Geneve Corporation from 2004 to 2007, when blindness forced him to retire.

During his faithful employment over these many years, Defendant was also requested by corporate officials, staff and co-workers to do their personal, corporate, and partnership income tax returns. More than a handful were aware of Defendant's prowess at managing his own stock portfolio and began seeking advice concerning their own holdings. When the number of these people seeking 'personal favors' in the way of stock advice became too great, Defendant announced his intent to discontinue his efforts, but was convinced by his friends and co-workers to continue.

Exhibit A is a work in progress and is at a minimum the reflection of the actual gain by the investors as a group.

The defense team and the government stopped at a convenient spot and rushed this case to judgment before a total accounting was completed. Now, having already spent 26 months incarcerated, the truth is finally revealed.

ARGUMENT AND AUTHORITIES

The illegally induced cooperation of an unwitting defendant violates Defendant's Fifth Amendment right against self-incrimination when the Government colludes with defense counsel in violation of Defendant's Sixth Amendment right to effective assistance of counsel, when Defendant's reasonable expectation that his cooperation would lead to a maximum sentence of twenty-four months based on the representation of the initial plea

agreement between the parties where the actual sentence became 100 months. That collusion of the Government and counsel in unconstitutional, and that judgment must be set aside.

The Fifth Amendment protects a person from being compelled in any criminal case to be a witness against himself. The word witness limits the relevant category of compelled incriminating communications to those that are testimonial. In addition, a person may be required to provide specific documents containing incriminating assertions of fact or belief.

The creation of those documents were not compelled within the meaning of the privilege. See Fisher v. United States, 425 U.S. 39, 96 S. Ct. 1569. However, Defendant's act of producing documents became testimonial. That act of Defendant becoming a custodian by producing every aspect of his interaction with each of his friends to which he recommended and in fact purchased for their own account.

[Remainder of page intentionally left blank.]

It is well settled that testimony, communicating information that may lead to incriminating evidence is privileged even if the information is not inculpatory.

On July 8, 2011 Defendant Gregory Viola met with the U.S. Attorney to whom Defendant made a full disclosure on the advice of Defendant's defense counsel.

At the end of that meeting Defendant agreed with an open-ended Plea based on the belief that Defendant was facing a maximum sentence of imprisonment that would be zero to twenty-four months.

Defendant spent approximately 3,500 hours producing, analyzing and explaining his paper and electronic records and data to the U.S. Attorney and FBI Investigators.

This process saved the Government at least one half of a million dollars, the cost if a team of accountants and investigators were employed by the prosecution.

Defendant was assured of a reasonable sentence by his counsel Russell Green and AUSA Schechter.

Green was the first of the ineffective defense team from Hurwitz, Saragin, Slossberg and Knuff, LLC.

Later it was determined by the Defendant that Green was an inexperienced criminal attorney.

Inauspiciously the defense team failed at the most critical point during the inceptive plea negotiations.

As a negotiant Green fell far below the Strickland standard that has been amplified in Lafler v. Cooper, 132 S.

Ct. 1399, 1408 (2012).

That breakdown in client attorney understanding by a non-criminal attorney cost the Defendant at least 70 months of his free life.

Defendant would not have pled to a 100 month sentence and the Government would not have been habile enough to survive the limitation that they would have had, had the Government proceeded with an army of forensic accountants.

The Defendant's right against self incrimination as demanded by the Fifth Amendment was violated as if the Government trickingly misled the Defendant that he would receive a zero to two year sentence.

It was not until into the fifteenth month of Defendant's cooperation that counsel and Government explained to the Defendant that his hard work of incriminating himself would be rewarded with a long prison sentence for his excellent help.

After Mr. Green came Calvin Woo and Harold Pickerstein who led the proverbial lamb to the slaughter by the Government.

The "lambchop defendant" was in too deep to leave the broiler and had no choice but to continue his self-incrimination that unwittingly led to his exorbitant sentence.

In Mitchell v. United States, 526 U.S. 314, 143 L. Ed. 2d 424, 1195 S. Ct. 1307, the Supreme Court held that a guilty plea in a federal case is not a wavier of right to

invoke privilege against self-incrimination in the sentencing phase.

On certiorari, to the United States Court of Appeals for the Third Circuit the United States Supreme Court reversed and remanded. In an opinion by Kennedy joined by Stevens, Souter, Ginsburg and Breyer, it was held that (1) in the federal criminal systems, a guilty plea was not a waiver of an accused's privilege against self-incrimination under the federal Constitution's Fifth Amendment, as (a) the accused's testimony under oath in a plea colloquy did not waive her right to invoke the privilege against self-incrimination, (b) Rule 11 did not prevent the accused from relying upon the privilege at sentencing, and (c) under the Fifth Amendment, incrimination was not complete until a sentence was fixed and the Judgment of Conviction became final.

The Defendant began this matter with a civil attorney thinking that he was arbitrating a civil settlement with the Connecticut banking authorities. In his wildest dreams would have he ever conceived that this action would result in a 100 month federal prison sentence.

The entire sentence was based upon self-incriminating evidence that Miranda would have stopped at its infancy.

Defendant's defense team was so government-oriented that it appeared that they were being paid by and representing the Government and rose to any ineffective standard.

- A. BASED ON NEW EVIDENCE EXTRAPOLATED BY BLUM SHAPIRO CPA THE WINNERS (EXHIBIT A) TO DATE WERE GREATER THAN THE LOSERS (EXHIBIT B).

The CPA firm hired by the Defendant's bankruptcy trustee is currently filing lawsuits against winner investors to pay any losers.

When you add the Monaco and Lorent loans of \$836,000 to the winners' total, the new total depicts a \$486,327 gain for the investors.

Blum Shapiro has numerous additional winners from which Kara Rescia, the bankruptcy trustee, continues to clawback.

How is it possible that the winners outstrip the losers?

The answer is that during the downturn in the economy whenever many mutual funds lost money the defendant and his fiancée injected all of their savings, retirements and money from loans against their real estate equities from their personal residences to the tune of \$3.5 million.

This was certainly not a Ponzi scheme, but an embarrassed friend trying to keep solvent other friends.

When two of those friends who actually were from the winners' side contacted Connecticut Banking on an investment search, not because they were losing money, but for reasons to use as a basis for future investments due to the high rate of return of their initial investment.

- B. DEFENDANT DID NOT VIOLATE 18 U.S.C. § 1341. COUNT I AND COUNT II ALLEGED VICTIMS MADE MORE THAN \$370,000 FROM THEIR INVESTMENTS WITH THE DEFENDANT (EXHIBIT C).

Exhibit C, the lawsuit filed by Trustee Rescia, clearly shows the amount the so-called victims, the nexus of Count I and

Count II, actually profitted, that amount was \$370,000. To be guilty of violating 18 U.S.C. § 1341, one must be guilty of all following elements: (1) that there was a scheme or artifice to defraud and obtain money and property by means of materially false and fraudulent pretense, representations or promises. The high profit returned as described in the foregoing defeats Count I and II. (2) That the Defendant knowingly and wilfully participated in the scheme or artifice to defraud, with knowledge of its fraudulent nature and with the intent to defraud; and (3) that in execution of or in furtherance of that scheme, the Defendant used or caused the use of, the mails. The profit of \$370,000 defeats elements 2 and 3.

Despite numerous requests from the Defendant, the defense team headed by H. James Pickerstein never attempted to find the true financial picture. Once the government reached their desired net figure, the government not only failed to find the true number, they actually blocked favorable findings from Defendant (Exhibit D).

C. THE RESIGNATION OF DEFENDANT'S FORMER CJA-APPOINTED ATTORNEY H. JAMES PICKERSTEIN AS AN ATTORNEY DUE TO HIS THEFT OF CLIENT FUNDS NOW EXPLAINS WHY PICKERSTEIN HAND PICKED HIS FORMER EMPLOYEE AUSA RICHARD J. SCHECHTER IN A PLOT TO CONVICT THE DEFENDANT.

Prior to the July 8, 2011 meeting with AUSA Richard Schechter, arranged by AUSA Schechter's former boss, former United States Attorney for the District of Connecticut H. James Pickerstein, who at this time had stolen at least \$700,000.00 from his client James Galante.

Pickerstein hand picked Schechter to prosecute the case in anticipation of a large fee from the Defendant in a possible attempt to neutralize his own felonies with cash.

At such a time as Pickerstein realized that the Defendant was broke, Pickerstein threw the Defendant into the "lions' den" and failed to properly defend Defendant by failing to do due diligence in finding the actual financial position of the Defendant's attempts to overcome negative market events that created losses from some of Defendant's friends.

Schechter even committed perjury during Defendant's sentencing while admitting on the record (page 22, lines 8-14) that the Government was unaware of the Defendant's actions until July 8, 2011. He stated that Defendant did not deserve a downward sentencing departure despite the fact that Defendant spent 3,500 hours assisting the FBI with the disclosure of his financial activities instead of taking the Fifth Amendment regarding that activity.

The Government would have never put the case together as many of the investors were figures from the criminal underworld who would have never talked to the Government.

Pickerstein was allowing the Defendant to incriminate himself and now the figures show that a Ponzi scheme did not and could not have existed.

We only have to look at the activities of insurance giant AIG's credit default swaps generated to prop up the fraudulent mortgage-backed securities that Wall Street used to enhance their fraudulent activity that caused a great recession that injured

the American people into the trillions. That was a true Ponzi scheme, not Defendant's attempt to enrich his friends with his knowledge of many favorable markets.

That aforementioned recession created the devastation of the Defendant's attempt to make a profit for his friends.

SUMMATION

Although rarely used to obviate injustices in plea adjudications, this Court can right the wrong done to the Defendant who not only lost \$3.5 million of his own money, but is now serving a 100-month prison sentence for his efforts.

This injustice can be reversed by this Court's exercise of Rule 33 herein to effectually cause Defendant's immediate release.

This combination of newly discovered evidences now has demonstrated and now passes the five-part test for which a Rule 33 Motion can act as a vacateur of Defendant's judgment.

Here the Defendant has established compliance with the five-part test necessary for this Court to exercise its power to grant immediate release.

The Defendant has demonstrated in total the five-part test as (1) the evidence is newly discovered by the Blum Shapiro CPA firm that a Ponzi scheme did not exist; (2) he has been diligent to uncovering it; (3) that the evidence is not merely cumulative or impeaching; (4) that it is material to the issues involved; and (5) it would probably produce an acquittal.

CONCLUSION

Therefore, based on the foregoing, the Defendant asks this Honorable Court to find that these tests have been met and that this Defendant's Judgment be Vacated and result in an immediate release from prison.

Respectfully submitted,

Gregory Viola

Gregory Viola
Federal Medical Center, Devens
P.O. Box 879
Ayer, MA 01432

CERTIFICATE OF SERVICE

A copy of the foregoing Defendant's Amended Motion for New Trial has been mailed First Class post-paid U.S. Mail on this 10th day of March, 2015, to Richard Schechter, AUSA, 1000 Lafayette Blvd., Bridgeport, CT, 06604. Gregory Viola

PURSUANT TO 28 U.S.C. § 1746

On this 10th day of March, 2015, the undersigned Defendant has timely filed this Defendant's Amended Motion for New Trial by depositing same in the institutional mail system at Federal Medical Center, Devens, and under penalty of perjury declares that the foregoing is true and accurate to the best of his belief and knowledge.

Gregory Viola
Gregory Viola

EXHIBIT

A

LAWSUIT AMOUNTS
(WINNERS)

PER ATTORNEY HELLMAN AND BLUM SHAPIRO (CPA'S)

CLIENT (WINNERS)

AMOUNT

COMMENT

103,500

306,000

20,741

87,000

Listed As Loser Should
Be (2) Accounts Mom/
Daughter (Kay/Catherine)

99,000

267,000

373,000

1,000

Part Of Dad's
(Luigi [REDACTED]) (Loser)

516,000

254,000

37,000

960,000

49,000

Should Be (2) Accounts
(Sr. & Jr.)

75,000

111,000

260,000

233,125

370,000

Should Be (2) Accounts
(Lou & Richard)

94,700

248,000

17,000

<u>CLIENT (WINNERS)</u>	<u>AMOUNT</u>	<u>COMMENT</u>
Chris Sr. & Mary Lou [REDACTED]	396,000	
Joe [REDACTED]	195,000	Should Be (2) Accounts (Sr. & Jr.)
Michael & Jennifer [REDACTED]	42,000	
Frank [REDACTED]	793,000	
Adiba & Nida & Saba [REDACTED]	55,000	
Pat Davis [REDACTED]	279,815	
James [REDACTED]	14,000	
Catherine [REDACTED]	22,000	
Peter [REDACTED]	85,000	
SUBTOTAL: #1	6,363,881	

<u>CLIENT (WINNERS)</u>	<u>AMOUNT</u>	
<u>CLIENT OF QUESTION</u>		
[REDACTED]	28,000	Part Of Net Loser Tim [REDACTED]
Frank [REDACTED] & Gonzallo [REDACTED]	50,000	Loan Originated 1989 Paid Off
Anita [REDACTED]	50,000	Part Of Net Loser Anita [REDACTED] & Dominic [REDACTED]
Richard [REDACTED]	31,000	Approx. 1989 Originated Actual Stock Loser, But Money Was Paid Back Minus The Loss
SUBTOTAL: #2	6,522,881	
Monaco Loan	786,000] — FBI Listed As Investment Losers
Lorent Loan	50,000	
SUBTOTAL: #3	7,358,881	

EXHIBIT

B

Summary of Investors - Restitution Total

Category	Num	Verified by Bank Records			*Additional per Mr. Viola Doc's*			Restitution Requested
		Investments	Payments	Subtotal	Investments	Payments	Subtotal	
	1	\$ 79,420.00	\$ 7,000.00	\$ 72,420.00				\$ 72,420.00
	2	\$ 97,190.85	\$ 92,685.00	\$ 4,505.85				\$ 4,505.85
	3	\$ 100,000.00	\$ -	\$ 100,000.00				\$ 100,000.00
	4	\$ 140,000.00	\$ 100,000.00	\$ 40,000.00	\$ 60,000.00		\$ 60,000.00	\$ 100,000.00
	5	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 25,000.00		\$ 25,000.00	\$ 100,000.00
	6	\$ 50,689.76	\$ 9,650.00	\$ 41,039.76				\$ 41,039.76
	7	\$ 20,000.00	\$ -	\$ 20,000.00				\$ 20,000.00
	8	\$ 19,000.00	\$ -	\$ 19,000.00				\$ 19,000.00
	9	\$ 144,000.00	\$ 40,000.00	\$ 104,000.00				\$ 104,000.00
	10	\$ 734,951.24	\$ 499,327.00	\$ 235,624.24				\$ 235,624.24
Netto	11	\$ 475,093.61	\$ 53,000.00	\$ 422,093.61				\$ 422,093.61
	12	\$ 92,975.00	\$ -	\$ 92,975.00				\$ 92,975.00
	13	\$ 150,000.00	\$ 24,247.68	\$ 125,752.32				\$ 125,752.32
	14	\$ 270,000.00	\$ 16,100.00	\$ 253,900.00				\$ 253,900.00
	15	\$ 10,000.00	\$ -	\$ 10,000.00				\$ 10,000.00
	16	\$ 10,000.00	\$ -	\$ 10,000.00				\$ 10,000.00
	17	\$ 115,906.40	\$ 36,200.00	\$ 79,706.40				\$ 79,706.40
	18	\$ 11,269.00	\$ -	\$ 11,269.00				\$ 11,269.00
	19	\$ 158,212.00	\$ 1,500.00	\$ 156,712.00				\$ 156,712.00
	20	\$ 152,000.00	\$ 57,600.00	\$ 94,400.00				\$ 94,400.00
	21	\$ 17,000.00	\$ -	\$ 17,000.00				\$ 17,000.00
	22	\$ 269,900.00	\$ 111,414.00	\$ 158,486.00				\$ 158,486.00
	23	\$ 4,000.00	\$ -	\$ 4,000.00				\$ 4,000.00
	24	\$ 224,850.00	\$ 62,165.00	\$ 162,685.00				\$ 162,685.00
	25	\$ 240,000.00	\$ -	\$ 240,000.00				\$ 240,000.00
	26	\$ 679,712.38	\$ 184,500.00	\$ 495,212.38				\$ 495,212.38
	27	\$ 61,917.52	\$ -	\$ 61,917.52				\$ 61,917.52
	28	\$ 273,885.97	\$ 134,565.00	\$ 139,320.97				\$ 139,320.97
	29	\$ 86,009.44	\$ -	\$ 86,009.44				\$ 86,009.44
	30	\$ 193,750.00	\$ 68,000.00	\$ 125,750.00				\$ 125,750.00
	31	\$ 20,000.00	\$ -	\$ 20,000.00				\$ 20,000.00
	32	\$ 71,120.00	\$ 42,450.00	\$ 28,670.00				\$ 28,670.00
	33	\$ 135,000.00	\$ 60,500.00	\$ 74,500.00				\$ 74,500.00
	34	\$ 70,000.00	\$ 19,411.88	\$ 50,588.12				\$ 50,588.12
	35	\$ 1,031,750.00	\$ 150,000.00	\$ 881,750.00				\$ 881,750.00
na	36	\$ 102,693.19	\$ 30,000.00	\$ 72,693.19				\$ 72,693.19
	37	\$ 800,000.00	\$ 14,000.00	\$ 786,000.00				\$ 786,000.00
	38	\$ 184,000.00	\$ 12,165.00	\$ 171,835.00				\$ 171,835.00
	39	\$ 121,139.51	\$ 50,000.00	\$ 71,139.51				\$ 71,139.51
	40	\$ 214,650.00	\$ 147,500.00	\$ 67,150.00				\$ 67,150.00
	41	\$ 124,500.00	\$ 6,000.00	\$ 116,500.00				\$ 116,500.00
	42	\$ 53,000.00	\$ 40,000.00	\$ 13,000.00				\$ 13,000.00
	43	\$ 41,500.00	\$ -	\$ 41,500.00				\$ 41,500.00
	44	\$ 50,000.00	\$ 14,000.00	\$ 36,000.00				\$ 36,000.00
	45	\$ 113,061.32	\$ 61,731.79	\$ 51,329.53				\$ 51,329.53
	46	\$ 115,244.17	\$ 1,000.00	\$ 114,244.17				\$ 114,244.17
	47	\$ 55,000.00	\$ -	\$ 55,000.00				\$ 55,000.00
	48	\$ 35,000.00	\$ -	\$ 35,000.00				\$ 35,000.00
	49	\$ 100,000.00	\$ -	\$ 100,000.00				\$ 100,000.00
	50	\$ 150,000.00	\$ 72,219.00	\$ 77,781.00				\$ 77,781.00
	51	\$ 116,000.00	\$ -	\$ 116,000.00				\$ 116,000.00
	52	\$ 571,273.96	\$ 358,100.00	\$ 213,173.96				\$ 213,173.96
	53	\$ -	\$ -	\$ -	\$ 25,000.00		\$ 25,000.00	\$ 25,000.00
	54	\$ 50,000.00	\$ -	\$ 50,000.00				\$ 50,000.00
	55	\$ 60,000.00	\$ -	\$ 60,000.00				\$ 60,000.00
Total		\$ 9,341,665	\$ 2,579,031	\$ 6,762,634	\$ 110,000	\$ -	\$ 110,000	\$ 6,872,633.97

Total Verifiable Loss of Investors - Restitution Amount

\$ 6,872,633.97

**Note: Amounts from Mr. Viola are in addition to transactions verified against available banking activity. Highlighted amounts are verified by monthly statements created by Mr. Viola, given to investors.*

ATTACHMENT A

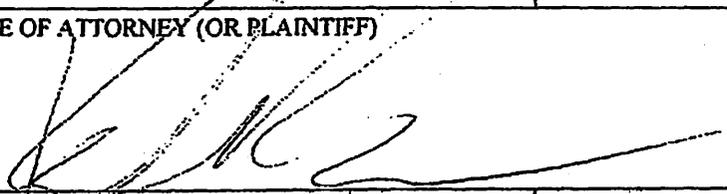
EXHIBIT

C

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Kara S. Rescia, Chapter 7 Trustee For Gregory Viola		DEFENDANTS Louis C. Moavero Richard J. Mavero, Sr.
ATTORNEYS (Firm Name, Address, and Telephone No.) Eaton & Rescia, LLP 200 North Main Street, East 14 East Longmeadow, MA 01028-413-526-9529 Law Office of Jeffrey R. Hellman, LLC, 195 Church Street, 10th Fl. New Haven, CT 06510 (203) 691-8762		ATTORNEYS (If Known)
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input checked="" type="checkbox"/> Trustee		PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) This action is being brought pursuant to §§ 544, 548 & 550 of the U.S. Bankruptcy Code, 11 U.S.C. §§ 101-1330 to recover intentional fraudulent transfers.		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)		FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78mm <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$370k
Other Relief Sought The Trustee requests that the payment of the filing fee be deferred until the conclusion of this case.		

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BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR GREGORY R. VIOLA		BANKRUPTCY CASE NO. 11-32113(JBR)
DISTRICT IN WHICH CASE IS PENDING CONNECTICUT	DIVISION OFFICE NEW HAVEN	NAME OF JUDGE JOEL B. ROSENTHAL
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE September 4, 2013	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Kara S. Rescia, Esq., Attorney for Kara S. Rescia, Ch. 7 Trustee for Gregory Viola	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
NEW HAVEN DIVISION

In re:)	Chapter 7
)	
GREGORY VIOLA)	
)	
Debtor.)	
)	Case No. 11-32113 (JBR)
)	
KARA S. RESCIA, Chapter 7 Trustee for)	
GREGORY VIOLA)	
Plaintiff,)	
)	Adv. Pro. No.
v.)	
)	
LOUIS C. MOAVERO)	
AND)	
RICHARD J. MOAVERO, SR.)	
Defendants)	

COMPLAINT

Plaintiff, Kara S. Rescia, Chapter 7 Trustee (the "Trustee") for debtor Gregory Viola alleges as follows:

FACTUAL BACKGROUND

1. This action seeks to recover fictitious "profits" paid to defendant in furtherance of a classic Ponzi Scheme (the "Viola Scheme")¹ conducted for more than 6 years by Gregory Viola ("Viola" or the "Debtor").

¹ A Ponzi scheme is a fraudulent pyramid-type scheme named after Charles Ponzi. Cunningham v. Brown, 265 U.S. 1 (1924). In such a scheme, money from new investors is used to pay artificially high returns to earlier investors in order to create an appearance of profitability and attract new investors so as to perpetuate the scheme. See Bear Stearns Servs. Corp. v. Gredd, 397 B.R. 1, 8-10 (S.D.N.Y. 2007) (citing Hirsch v. Arthur Andersen & Co., 72 F.3d 1085, 1088 n. 3 (2d Cir. 1995)); see, also In re: Unified Commercial Capital Inc. 260 B.R. 343 (Bankr. W.D.N.Y. 2001) ("A Ponzi scheme, as that term is generally used, refers to an investment scheme in which returns to investors are not financed through the success of the underlying business venture, but are taken from principal sums of newly attracted investments. Typically, investors are promised larger returns for their investments. Initial investors are actually paid the promised returns, which attracts additional investors."). There is a general rule - known as the "Ponzi scheme presumption" - that such a scheme demonstrates fraudulent intent as matter of law because "transfers made in the course of a Ponzi scheme could have been made for no purpose other than to hinder, delay or defraud creditors." Bear Stearns v. Gredd, at 8-10. See also Donnell v. Kowell, 533 F.3d 462, 770 (9th Cir. 2008), cert. den. 555 U.S. 1047 (2008); SEC v. Resource Dev. Int'l, LLC, 487 F.3d 295, 304 (5th Cir. 2007); Armstrong v. Collins, 2010 U.S. Dist. LEXIS 28075*63 (S.D.N.Y. 2010).

2. Similar to the Ponzi scheme of Bernard Madoff, the Viola scheme involved telling investors that their funds were being invested in securities when the funds were actually commingled into Viola's personal bank accounts.

3. Viola represented to investors that their funds were being invested in segregated E*TRADE accounts or other segregated accounts, all of which would generate higher than market returns due to Viola's investment expertise.

4. Viola sent monthly account statements to his investors showing securities supposedly held in these accounts.

5. In actuality, Viola took the investors' funds and commingled them in his own bank accounts with his own personal funds and the funds of other investors. Viola then used the commingled investors' funds to pay other investors as necessary.

6. Use of fraudulent account statements to dupe innocent investors into believing that their funds are invested in securities is a common method for perpetrating a Ponzi scheme, the most famous of which was recently perpetrated by Bernard L. Madoff.

7. Mr. Viola has never been a licensed investment advisor. Moreover, the account statements that he provided to investors were entirely fictional.

8. The Viola Scheme was as purely illusory and uncomplicated as a Ponzi scheme can be. Virtually *every* dollar paid to the defendant and other investors who received money from the Viola Scheme came from other investors' funds.

9. In July, 2011, Mr. Viola admitted to federal law enforcement officials that he had paid off the investments of existing investors with funds obtained from new investors.

10. On February 1, 2012, Mr. Viola entered a plea of guilty to mail fraud in connection with the Viola Scheme.

11. On October 5, 2012, the Honorable Vanessa L. Bryant sentenced Mr. Viola to a term of 100 months in prison and \$6,872,633.97 in restitution.

Jurisdiction, Venue and Nature of this Proceeding

12. On August 15, 2011 (the "Petition Date"), certain petitioning creditors filed an involuntary petition for relief under Chapter 7 of the Bankruptcy Code against the Debtor.

13. On September 21, 2011, the Court entered the Order for Relief.

14. Kara S. Rescia (the "Trustee") is the duly appointed Chapter 7 Trustee in this case.

15. This Complaint initiates an adversary proceeding pursuant to §§ 544, 546, 548, and 550 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 ("Bankruptcy Code"), and Federal Rule of Bankruptcy Procedure 7001(1). The Complaint seeks to avoid and recover intentional and constructive fraudulent transfers of the Debtor's property made to or for the benefit of the defendant.

16. This Court has jurisdiction, under 28 U.S.C. §§ 157 and 1334(b), of the subject matter of this proceeding because the claims asserted herein arise under Chapter 7 of the Bankruptcy Code and are related to a case pending under the Bankruptcy Code in the United States Bankruptcy Court for the District of Connecticut, New Haven Division (the "Bankruptcy Court").

17. This matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A),(B),(E), (H) and (O).

18. Pursuant to 28 U.S.C. § 1409(a), venue of this adversary proceeding in the Bankruptcy Court is proper because the Debtor's case is pending in this district and division.

Parties

19. The Trustee is the duly appointed Chapter 7 Trustee for the Debtor and continues to serve in that capacity.

20. Defendants, Louis C. Moavero ("Louis") and Richard J. Moavero, Sr. ("Richard") are individuals who both are domiciled at 34 Fairmont Avenue, Stamford, Connecticut 06906, (also collectively referred to as the "Moaveros").

21. Louis was an individual investor in the Viola Scheme and between June, 2003 and April 9, 2011 he received aggregate payments from Viola of approximately \$202,866.00. Based on Viola's books and records, Louis received transfers in excess of the funds he invested with Viola.

22. The Moaveros were joint investors in the Viola Scheme and between February 7, 2009 and March 16, 2011 they jointly received aggregate payments from Viola of approximately \$168,000.00. Based on Viola's books and records, the Moaveros received transfers in excess of the funds they invested with Viola.

First Claim for Relief
(Intentional Fraudulent Transfer Against Louis)
11 U.S.C. §§ 548(a)(1)(A), 550 and 551

23. Paragraphs 1-22 of this Complaint are repeated and re-alleged as if fully set forth herein.

24. The Debtor made the following transfers to Louis within two years of the Petition Date:

	<u>DATE</u>	<u>AMOUNT</u>
1.	August 15, 2009	\$ 1,000.00
2.	September 26, 2009	\$ 1,000.00
3.	October 18, 2008	\$ 1,000.00
4.	October 29, 2009	\$ 1,000.00
5.	December 28, 2009	\$ 1,000.00
6.	January 31, 2010	\$ 1,000.00
7.	March 8, 2010	\$ 1,000.00
8.	April 4, 2010	\$ 1,000.00
9.	April 30, 2010	\$ 1,000.00
10.	June 1, 2010	\$ 1,000.00

11.	July 17, 2010	\$ 1,000.00
12.	August 31, 2010	\$ 1,000.00
13.	September 25, 2010	\$ 1,000.00
14.	December 5, 2010	\$ 2,000.00
15.	January 24, 2011	\$ 1,000.00
16.	March 12, 2011	\$ 1,000.00
17.	March 29, 2011	\$ 1,000.00
18.	March 29, 2011	\$ 6,000.00
19.	April 8, 2011	\$ 1,000.00
20.	April 9, 2011	\$ 12,000.00
		<u>\$ 37,000.00</u>

(collectively, the "Louis Two-Year Transfers").

25. The Louis Two-Year Transfers were made by the Debtor with the actual intent to hinder, delay, and defraud some or all of Debtor's then existing and future creditors.

26. The Louis Two-Year Transfers constitute fraudulent transfers avoidable by the Trustee pursuant to section 548(a)(1)(A) of the Bankruptcy Code and are recoverable from Louis pursuant to section 550(a) of the Bankruptcy Code.

27. As a result of the foregoing, pursuant to sections 548(a)(1)(A), 550(a), and 551 of the Bankruptcy Code, the Trustee is entitled to a judgment: (a) avoiding and preserving the Louis Two-Year Transfers, (b) directing that the Louis Two-Year Transfers be set aside, (c) recovering the Louis Two-Year Transfers, or the value thereof, from Louis for the benefit of the Debtor's estate, and (d) enjoining against Louis from further disposing of the property transferred.

Second Claim for Relief
(Constructive Fraudulent Transfers Against Louis)
11 U.S.C. §§ 548(a)(1)(B), 550 and 551

27. Paragraphs 1-26 of this Complaint are repeated and re-alleged as if fully set forth herein.

28. The Louis Two-Year Transfers were made on or within two years before the Filing Date.

29. The Debtor received less than a reasonably equivalent value in exchange for each of the Louis Two-Year Transfers.

30. At the time of the Louis Two-Year Transfers, the Debtor was insolvent, or became insolvent as a result of the Louis Two-Year Transfers in question.

31. At the time of each of the Louis Two-Year Transfers, the Debtor was engaged in a business or a transaction, or was about to engage in a business or a transaction, for which any property remaining with the Debtor was an unreasonably small amount of capital.

32. At the time of each of the Louis Two-Year Transfers, the Debtor intended to incur, or believed that he would incur, debts that would be beyond his ability to pay as such debts matured.

33. The Louis Two-Year Transfers constitute constructively fraudulent transfers avoidable by the Trustee pursuant to section 548(a)(1)(B) of the Bankruptcy Code and are recoverable from Louis pursuant to section 550(a) of the Bankruptcy Code.

34. As a result of the foregoing, pursuant to sections 548(a)(1)(B), 550(a), and 551 of the Bankruptcy Code, the Trustee is entitled to a judgment: (a) avoiding and preserving the Two-Year Transfers, (b) directing that the Louis Two-Year Transfers be set aside, and (c) recovering the Louis Two-Year Transfers, or the value thereof, from Louis for the benefit of the Debtor's estate, and (d) enjoining Louis from further disposing of the property transferred.

Third Claim for Relief
(UFTA Intentional Fraudulent Transfer Against Louis)
11 U.S.C. § 544 (b)(1) and Conn. Gen. Stat. § 52-552e(a)(1)

35. Paragraphs 1-34 of this Complaint are repeated and re-alleged as if fully set forth herein.

36. The Debtor made the following transfers to Louis within four years of the Petition

Date:

	<u>DATE</u>	<u>AMOUNT</u>
1.	October 1, 2007	\$ 8,000.00
2.	December 4, 2007	\$ 3,000.00
3.	December 31, 2007	\$ 3,000.00
4.	February 1, 2008	\$ 3,000.00
5.	March 3, 2008	\$ 3,000.00
6.	April 7, 2008	\$ 6,000.00
7.	June 4, 2008	\$ 3,000.00
8.	July 1, 2008	\$ 3,000.00
9.	August 4, 2008	\$ 3,000.00
10.	September 4, 2008	\$ 3,000.00
11.	October 7, 2008	\$ 3,000.00
12.	November 6, 2008	\$ 3,000.00
13.	December 8, 2008	\$ 3,000.00
14.	January 7, 2009	\$ 3,000.00
15.	February 7, 2009	\$ 3,000.00
16.	March 10, 2009	\$ 3,000.00
17.	April 10, 2009	\$ 3,000.00
18.	May 15, 2009	\$ 1,500.00
19.	May 20, 2009	\$ 1,500.00
20.	June 12, 2009	\$ 1,000.00
21.	July 16, 2009	\$ 1,000.00
22.	August 15, 2009	\$ 1,000.00
23.	September 26, 2009	\$ 1,000.00
24.	October 18, 2008	\$ 1,000.00
25.	October 29, 2009	\$ 1,000.00
26.	December 28, 2009	\$ 1,000.00
27.	January 31, 2010	\$ 1,000.00
28.	March 8, 2010	\$ 1,000.00
29.	April 4, 2010	\$ 1,000.00
30.	April 30, 2010	\$ 1,000.00
31.	June 1, 2010	\$ 1,000.00
32.	July 17, 2010	\$ 1,000.00
33.	August 31, 2010	\$ 1,000.00
34.	September 25, 2010	\$ 1,000.00
35.	December 5, 2010	\$ 2,000.00
36.	January 24, 2011	\$ 1,000.00
37.	March 12, 2011	\$ 1,000.00
38.	March 29, 2011	\$ 1,000.00
39.	March 29, 2011	\$ 6,000.00
40.	April 8, 2011	\$ 1,000.00
41.	April 9, 2011	\$ 12,000.00
		<u>\$ 101,000.00</u>

(collectively, the "Louis Four-Year Transfers").

37. The Louis Four-Year Transfers were made with the Debtor's actual intent to hinder, delay or defraud the Debtor's creditors.

38. The Louis Four-Year Transfers constituted fraudulent transfers within the meaning of, and in violation of, the Uniform Fraudulent Transfer Act, Conn. Gen. Stat. § 52-552e(a)(1).

39. As a direct and proximate result of the Louis Four-Year Transfers, the Debtor, his estate and his creditors have suffered money damages.

40. At all times relevant to the Louis Four-Year Transfers, there have been creditors who have held and still hold matured or unmatured unsecured claims against the Debtor that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e).

41. The Trustee, on behalf of the Debtor's estate, is entitled to avoid the Louis Four-Year Transfers, to have them set aside and to recover the Louis Four-Year Transfers, or the value thereof, pursuant to 11 U.S.C. § 544 (b)(1), Conn. Gen. Stat. § 52-552e(a)(1), 52-552h(a), 550(a) and 551 from Louis and enjoining Louis from further disposing of the property transferred.

Fourth Claim for Relief
(UFTA Constructive Fraudulent Transfer Against Louis)
Conn. Gen. Stat. §§ 52-552e(a)(2) and 52-552f(a)

42. Paragraphs 1-41 of this Complaint are repeated and re-alleged as if fully set forth herein.

43. The Debtor did not receive reasonably equivalent value in exchange for the Louis Four-Year Transfers.

44. The Louis Four-Year Transfers were effectuated when: (a) the Debtor was engaged, or was about to engage, in a business or transaction for which the remaining assets of

the Debtor were unreasonably small in relation to the business or transaction; and/or (b) the Debtor intended to incur, or believed or reasonably should have believed that he would incur debts beyond his ability to pay as they became due; and/or the Debtor was insolvent or the Debtor became insolvent as a result of the transfers.

45. The Louis Four-Year Transfers constitute fraudulent transfers within the meaning of, and in violation of, the Uniform Fraudulent Transfer Act, Conn. Gen. Stat. §§ 52-552e(a)(2) and/or 52-552f(a).

46. As a direct and proximate result of the Louis Four-Year Transfers, the Debtor, his estate and his creditors have suffered money damages.

47. The Trustee, on behalf of the Debtor's estate, is entitled to avoid the Louis Four-Year Transfers, to have them set aside and to recover the Louis Four-Year Transfers, or the value thereof, pursuant to Conn. Gen. Stat. §§ 52-552e(a)(2), 52-552f(a) and 52-552h(a) from Louis and enjoining Louis from further disposing of the property transferred.

Fifth Claim for Relief
(UFTA Intentional Fraudulent Transfer Against Louis)
11 U.S.C. § 544(b)(1), Conn. Gen. Stat. § 52.552e(a)(1)12

48. Paragraphs 1 through 47 are repeated and re-alleged as if fully set forth herein.

49. The Debtor made the following transfers to Louis:

	<u>DATE</u>	<u>AMOUNT</u>
1.	June 30, 2003	\$ 20,866.00
2.	June 9, 2004	\$ 12,000.00
3.	July 15, 2004	\$ 10,000.00
4.	October 18, 2004	\$ 10,000.00
5.	April 15, 2005	\$ 1,000.00
6.	April 18, 2005	\$ 9,000.00
7.	July 14, 2005	\$ 8,000.00
8.	August 15, 2005	\$ 9,000.00
9.	April 21, 2006	\$ 5,000.00
10.	June 10, 2006	\$ 8,000.00
11.	October 2, 2006	\$ 9,000.00

12.	October 1, 2007	\$ 8,000.00
13.	December 4, 2007	\$ 3,000.00
14.	December 31, 2007	\$ 3,000.00
15.	February 1, 2008	\$ 3,000.00
16.	March 3, 2008	\$ 3,000.00
17.	April 7, 2008	\$ 6,000.00
18.	June 4, 2008	\$ 3,000.00
19.	July 1, 2008	\$ 3,000.00
20.	August 4, 2008	\$ 3,000.00
21.	September 4, 2008	\$ 3,000.00
22.	October 7, 2008	\$ 3,000.00
23.	November 6, 2008	\$ 3,000.00
24.	December 8, 2008	\$ 3,000.00
25.	January 7, 2009	\$ 3,000.00
26.	February 7, 2009	\$ 3,000.00
27.	March 10, 2009	\$ 3,000.00
28.	April 10, 2009	\$ 3,000.00
29.	May 15, 2009	\$ 1,500.00
30.	May 20, 2009	\$ 1,500.00
31.	June 12, 2009	\$ 1,000.00
32.	July 16, 2009	\$ 1,000.00
33.	August 15, 2009	\$ 1,000.00
34.	September 26, 2009	\$ 1,000.00
35.	October 18, 2008	\$ 1,000.00
36.	October 29, 2009	\$ 1,000.00
37.	December 28, 2009	\$ 1,000.00
38.	January 31, 2010	\$ 1,000.00
39.	March 8, 2010	\$ 1,000.00
40.	April 4, 2010	\$ 1,000.00
41.	April 30, 2010	\$ 1,000.00
42.	June 1, 2010	\$ 1,000.00
43.	July 17, 2010	\$ 1,000.00
44.	August 31, 2010	\$ 1,000.00
45.	September 25, 2010	\$ 1,000.00
46.	December 5, 2010	\$ 2,000.00
47.	January 24, 2011	\$ 1,000.00
48.	March 12, 2011	\$ 1,000.00
49.	March 29, 2011	\$ 1,000.00
50.	March 29, 2011	\$ 6,000.00
51.	April 8, 2011	\$ 1,000.00
52.	April 9, 2011	\$ 12,000.00
		<u>\$ 202,866.00</u>

(collectively the "Louis Transfers")

50. Pursuant to Conn. Gen. Stat. § 52-552j, the Trustee has one year from when the fraudulent transfers could reasonably have been discovered in which to bring an action to recover these transfers, which one year is tolled pursuant to 11 U.S.C. § 108(a)(2).

51. At all times relevant to the Louis Transfers, there have been creditors who have held and still hold matured or unmatured unsecured claims against the Debtor that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e).

52. These transfers were concealed by the Debtor as part of the Viola Scheme and were not disclosed to the Debtor's creditors until July, 2011.

53. The Louis Transfers were made with the Debtor's actual intent to hinder, delay or defraud the Debtor's creditors.

54. The Louis Transfers constituted fraudulent transfers within the meaning of, and in violation of, the Uniform Fraudulent Transfer Act, Conn. Gen. Stat. § 52-552e(a)(1).

55. As a direct and proximate result of the Louis Transfers, the Debtor, his estate and his creditors have been caused to suffer money damages.

56. The Trustee, on behalf of the Debtor's estate, is entitled to avoid the Louis Transfers, to have them set aside and to recover the Louis Transfers, or the value thereof, pursuant to 11 U.S.C. § 550 and enjoining Louis from further disposing of the property transferred.

Sixth Claim for Relief
(Claims Disallowance Against Louis)
Pursuant to 11 U.S.C. § 502(d)

57. Paragraphs 1-56 are repeated and re-alleged as if fully set forth herein.

58. As set forth in Paragraphs 1-56 above, the defendant Louis is the recipient of fraudulent transfers which have not been returned to the Estate.

59. Pursuant to 11 U.S.C. § 502(d) any claim which Louis may assert or has asserted must be disallowed until the the fraudulently transferred amounts set forth in Paragraphs 1-56 have been returned in full to the Trustee.

60. The Trustee requests that the payment of the filing fee be deferred until the conclusion of this case.

Seventh Claim for Relief
(Intentional Fraudulent Transfer Against the Moaveros)
11 .S.C. §§ 548(a)(1)(A), 550 and 551

61. Paragraphs 1-60 of this Complaint are repeated and re-alleged as if fully set forth herein.

62. The Debtor made the following transfers to the Moaveros within two years of the Petition Date:

	<u>DATE</u>	<u>AMOUNT</u>
1.	August 15, 2009	\$ 6,000.00
2.	September 26, 2009	\$ 6,000.00
3.	October 29, 2009	\$ 6,000.00
4.	November 18, 2009	\$ 6,000.00
5.	December 28, 2009	\$ 6,000.00
6.	January 31, 2010	\$ 6,000.00
7.	March 8, 2010	\$ 6,000.00
8.	April 4, 2010	\$ 6,000.00
9.	April 30, 2010	\$ 6,000.00
10.	June 1, 2010	\$ 6,000.00
11.	July 17, 2010	\$ 6,000.00
12.	August 31, 2010	\$ 6,000.00
13.	September 25, 2010	\$ 6,000.00
14.	November 16, 2010	\$ 6,000.00
15.	December 5, 2010	\$ 6,000.00
16.	January 24, 2011	\$ 6,000.00
17.	March 16, 2011	\$ 6,000.00
		<u>\$ 102,000.00</u>

(collectively, the "Moaveros Two-Year Transfers").

63. The Moaveros Two-Year Transfers were made by the Debtor with the actual intent to hinder, delay, and defraud some or all of Debtor's then existing and future creditors.

64. The Moaveros Two-Year Transfers constitute fraudulent transfers avoidable by the Trustee pursuant to section 548(a)(1)(A) of the Bankruptcy Code and are recoverable from the Moaveros pursuant to section 550(a) of the Bankruptcy Code.

65. As a result of the foregoing, pursuant to sections 548(a)(1)(A), 550(a), and 551 of the Bankruptcy Code, the Trustee is entitled to a judgment: (a) avoiding and preserving the Moaveros Two-Year Transfers, (b) directing that the Moaveros Two-Year Transfers be set aside, (c) recovering the Moaveros Two-Year Transfers, or the value thereof, from the Moaveros for the benefit of the Debtor's estate, and (d) enjoining against the Moaveros from further disposing of the property transferred.

Eighth Claim for Relief
(Constructive Fraudulent Transfers Against Louis)
11 U.S.C. §§ 548(a)(1)(B), 550 and 551

66. Paragraphs 1-65 of this Complaint are repeated and re-alleged as if fully set forth herein.

67. The Moaveros Two-Year Transfers were made on or within two years before the Filing Date.

68. The Debtor received less than a reasonably equivalent value in exchange for each of the Moaveros Two-Year Transfers.

69. At the time of the Moaveros Two-Year Transfers, the Debtor was insolvent, or became insolvent as a result of the Moaveros Two-Year Transfers in question.

70. At the time of each of the Moaveros Two-Year Transfers, the Debtor was engaged in a business or a transaction, or was about to engage in a business or a transaction, for which any property remaining with the Debtor was an unreasonably small amount of capital.

71. At the time of each of the Moaveros Two-Year Transfers, the Debtor intended to incur, or believed that he would incur, debts that would be beyond his ability to pay as such debts matured.

72. The Moaveros Two-Year Transfers constitute constructively fraudulent transfers avoidable by the Trustee pursuant to section 548(a)(1)(B) of the Bankruptcy Code and are recoverable from the Moaveros pursuant to section 550(a) of the Bankruptcy Code.

73. As a result of the foregoing, pursuant to sections 548(a)(1)(B), 550(a), and 551 of the Bankruptcy Code, the Trustee is entitled to a judgment: (a) avoiding and preserving the Two-Year Transfers, (b) directing that the Moaveros Two-Year Transfers be set aside, and (c) recovering the Moaveros Two-Year Transfers, or the value thereof, from the Moaveros for the benefit of the Debtor's estate, and (d) enjoining the Moaveros from further disposing of the property transferred.

Ninth Claim for Relief
(UFTA Intentional Fraudulent Transfer Against The Moaveros)
11 U.S.C. § 544 (b)(1) and Conn. Gen. Stat. § 52-552e(a)(1)

74. Paragraphs 1-73 of this Complaint are repeated and re-alleged as if fully set forth herein.

75. The Debtor made the following transfers to Louis within four years of the Petition Date:

	<u>DATE</u>	<u>AMOUNT</u>
1.	December 4, 2007	\$ 3,000.00
2.	December 31, 2007	\$ 3,000.00
3.	February 1, 2008	\$ 3,000.00
4.	March 3, 2008	\$ 3,000.00
5.	April 7, 2008	\$ 6,000.00
6.	June 4, 2008	\$ 3,000.00
7.	July 1, 2008	\$ 3,000.00
8.	August 4, 2008	\$ 3,000.00
9.	September 4, 2008	\$ 3,000.00
10.	October 7, 2008	\$ 3,000.00
11.	November 6, 2008	\$ 3,000.00

12.	December 8, 2008	\$ 3,000.00
13.	January 7, 2009	\$ 3,000.00
14.	February 7, 2009	\$ 3,000.00
15.	March 10, 2009	\$ 3,000.00
16.	April 10, 2009	\$ 3,000.00
17.	May 15, 2009	\$ 1,500.00
18.	May 20, 2009	\$ 1,500.00
19.	June 12, 2009	\$ 6,000.00
20.	July 16, 2009	\$ 6,000.00
21.	August 15, 2009	\$ 6,000.00
22.	September 26, 2009	\$ 6,000.00
23.	October 29, 2009	\$ 6,000.00
24.	November 18, 2009	\$ 6,000.00
25.	December 28, 2009	\$ 6,000.00
26.	January 31, 2010	\$ 6,000.00
27.	March 8, 2010	\$ 6,000.00
28.	April 4, 2010	\$ 6,000.00
29.	April 30, 2010	\$ 6,000.00
30.	June 1, 2010	\$ 6,000.00
31.	July 17, 2010	\$ 6,000.00
32.	August 31, 2010	\$ 6,000.00
33.	September 25, 2010	\$ 6,000.00
34.	November 16, 2010	\$ 6,000.00
35.	December 5, 2010	\$ 6,000.00
36.	January 24, 2011	\$ 6,000.00
37.	March 16, 2011	\$ 6,000.00
		<u>\$ 168,000.00</u>

(collectively, the "Moaveros Four-Year Transfers").

76. The Moaveros Four-Year Transfers were made with the Debtor's actual intent to hinder, delay or defraud the Debtor's creditors.

77. The Moaveros Four-Year Transfers constituted fraudulent transfers within the meaning of, and in violation of, the Uniform Fraudulent Transfer Act, Conn. Gen. Stat. § 52-552e(a)(1).

78. As a direct and proximate result of the Moaveros Four-Year Transfers, the Debtor, his estate and his creditors have suffered money damages.

79. At all times relevant to the Moaveros Four-Year Transfers, there have been creditors who have held and still hold matured or unmatured unsecured claims against the Debtor that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e).

80. The Trustee, on behalf of the Debtor's estate, is entitled to avoid the Moaveros Four-Year Transfers, to have them set aside and to recover the Moaveros Four-Year Transfers, or the value thereof, pursuant to 11 U.S.C. § 544 (b)(1), Conn. Gen. Stat. § 52-552e(a)(1), 52-552h(a), 550(a) and 551 from the Moaveros and enjoining the Moaveros from further disposing of the property transferred.

Tenth Claim for Relief
(UFTA Constructive Fraudulent Transfer Against The Moaveros)
Conn. Gen. Stat. §§ 52-552e(a)(2) and 52-552f(a)

81. Paragraphs 1-80 of this Complaint are repeated and re-alleged as if fully set forth herein.

82. The Debtor did not receive reasonably equivalent value in exchange for the Moaveros Four-Year Transfers.

83. The Moaveros Four-Year Transfers were effectuated when: (a) the Debtor was engaged, or was about to engage, in a business or transaction for which the remaining assets of the Debtor were unreasonably small in relation to the business or transaction; and/or (b) the Debtor intended to incur, or believed or reasonably should have believed that he would incur debts beyond his ability to pay as they became due; and/or the Debtor was insolvent or the Debtor became insolvent as a result of the transfers.

84. The Moaveros Four-Year Transfers constitute fraudulent transfers within the meaning of, and in violation of, the Uniform Fraudulent Transfer Act, Conn. Gen. Stat. §§ 52-552e(a)(2) and/or 52-552f(a).

85. As a direct and proximate result of the Moaveros Four-Year Transfers, the Debtor, his estate and his creditors have suffered money damages.

86. The Trustee, on behalf of the Debtor's estate, is entitled to avoid the Moaveros Four-Year Transfers, to have them set aside and to recover the Moaveros Four-Year Transfers, or the value thereof, pursuant to Conn. Gen. Stat. §§ 52-552e(a)(2), 52-552f(a) and 52-552h(a) from the Moaveros and enjoining the Moaveros from further disposing of the property transferred.

Eleventh Claim for Relief
(UFTA Intentional Fraudulent Transfer Against The Moaveros)
12 U.S.C. § 544(b)(1), Conn. Gen. Stat. § 52.552e(a)(1)12

87. Paragraphs 1 through 86 are repeated and re-alleged as if fully set forth herein.

88. The Debtor made the following transfers to Louis:

	<u>DATE</u>	<u>AMOUNT</u>
1.	December 4, 2007	\$ 3,000.00
2.	December 31, 2007	\$ 3,000.00
3.	February 1, 2008	\$ 3,000.00
4.	March 3, 2008	\$ 3,000.00
5.	April 7, 2008	\$ 6,000.00
6.	June 4, 2008	\$ 3,000.00
7.	July 1, 2008	\$ 3,000.00
8.	August 4, 2008	\$ 3,000.00
9.	September 4, 2008	\$ 3,000.00
10.	October 7, 2008	\$ 3,000.00
11.	November 6, 2008	\$ 3,000.00
12.	December 8, 2008	\$ 3,000.00
13.	January 7, 2009	\$ 3,000.00
14.	February 7, 2009	\$ 3,000.00
15.	March 10, 2009	\$ 3,000.00
16.	April 10, 2009	\$ 3,000.00
17.	May 15, 2009	\$ 1,500.00
18.	May 20, 2009	\$ 1,500.00
19.	June 12, 2009	\$ 6,000.00
20.	July 16, 2009	\$ 6,000.00
21.	August 15, 2009	\$ 6,000.00
22.	September 26, 2009	\$ 6,000.00
23.	October 29, 2009	\$ 6,000.00
24.	November 18, 2009	\$ 6,000.00
25.	December 28, 2009	\$ 6,000.00

26.	January 31, 2010	\$ 6,000.00
27.	March 8, 2010	\$ 6,000.00
28.	April 4, 2010	\$ 6,000.00
29.	April 30, 2010	\$ 6,000.00
30.	June 1, 2010	\$ 6,000.00
31.	July 17, 2010	\$ 6,000.00
32.	August 31, 2010	\$ 6,000.00
33.	September 25, 2010	\$ 6,000.00
34.	November 16, 2010	\$ 6,000.00
35.	December 5, 2010	\$ 6,000.00
36.	January 24, 2011	\$ 6,000.00
37.	March 16, 2011	\$ 6,000.00
		<u>\$ 168,000.00</u>

(collectively the "Moaveros Transfers")

89. Pursuant to Conn. Gen. Stat. § 52-552j, the Trustee has one year from when the fraudulent transfers could reasonably have been discovered in which to bring an action to recover these transfers, which one year is tolled pursuant to 11 U.S.C. § 108(a)(2).

90. At all times relevant to the Moaveros Transfers, there have been creditors who have held and still hold matured or unmatured unsecured claims against the Debtor that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e).

91. These transfers were concealed by the Debtor as part of the Viola Scheme and were not disclosed to the Debtor's creditors until July, 2011.

92. The Moaveros Transfers were made with the Debtor's actual intent to hinder, delay or defraud the Debtor's creditors.

93. The Moaveros Transfers constituted fraudulent transfers within the meaning of, and in violation of, the Uniform Fraudulent Transfer Act, Conn. Gen. Stat. § 52-552e(a)(1).

94. As a direct and proximate result of the Moaveros Transfers, the Debtor, his estate and his creditors have been caused to suffer money damages.

95. The Trustee, on behalf of the Debtor's estate, is entitled to avoid the Moaveros Transfers, to have them set aside and to recover the Moaveros Transfers, or the value thereof, pursuant to 11 U.S.C. § 550 and enjoining the Moaveros from further disposing of the property transferred.

Twelfth Claim for Relief
(Claims Disallowance Against The Moaveros)
Pursuant to 11 U.S.C. § 502(d)

96. Paragraphs 1-95 are repeated and re-alleged as if fully set forth herein.

97. As set forth in Paragraphs 1-95 above, the defendants, the Moaveros, are the recipients of fraudulent transfers which have not been returned to the Estate.

98. Pursuant to 11 U.S.C. § 502(d) any claim which the Moaveros may assert or have asserted must be disallowed until the the fraudulently transferred amounts set forth in Paragraphs 1-56 have been returned in full to the Trustee.

WHEREFORE, the plaintiff, Kara S. Rescia, Trustee, respectfully requests the Court enter judgment in favor of the Trustee and against the defendant as follows:

1. On the First Claim for Relief against Louis, pursuant to 11 U.S.C. §§548(a)(1)(a), 550(a) and 551: (a) avoidance of the Louis Two-Year Transfers; (b) an order directing that the Louis Two-Year Transfers be set aside, and (c) recovery of the Louis Two-Year Transfers, or the value thereof, from Louis for the benefit of the estate;

2. On the Second Claim for Relief against Louis, pursuant to 11 U.S.C. §§548(a)(1)(b), 550(a) and 551: (a) avoidance of the Louis Two-Year Transfers; (b) an order directing that the Louis Two-Year Transfers be set aside, and (c) recovery of the Louis Two-Year Transfers, or the value thereof, from Louis for the benefit of the estate;

3. On the Third Claim for Relief against defendant, Louis, pursuant to Conn. Gen. Stat. § 52-552e(a)(1) and 11 U.S.C. §§544(b), 550(a) and 551: (a) avoidance of the Louis Four-Year

Transfers; (b) an order directing that the Louis Four-Year Transfers be set aside, and (c) recovery of the Louis Four-Year Transfers, or the value thereof, from Louis for the benefit of the estate;

4. On the Fourth Claim for Relief against defendant, Louis, pursuant to Conn. Gen. Stat. § 52-552e(a)(1) and 11 U.S.C. §§544(b), 550(a) and 551: (a) avoidance of the Louis Four-Year Transfers; (b) an order directing that the Louis Four-Year Transfers be set aside, and (c) recovery of the Louis Four-Year Transfers, or the value thereof, from Louis for the benefit of the estate;

5. On the Fifth Claim for Relief against defendant, Louis, pursuant to Conn. Gen. Stat. § 52-552e(a)(2) and § 52-552f(a), and 11 U.S.C. §§544(b), 550(a) and 551: (a) avoidance of the Louis Transfers; (b) an order directing that the Louis Transfers be set aside, and (c) recovery of the Louis Transfers, or the value thereof, from Louis for the benefit of the estate;

6. On the Sixth Claim for Relief against defendant, Louis, pursuant to 11 U.S.C. § 502(d) any claim which Louis may assert or has asserted must be disallowed until the preferential transfers and the fraudulently transferred amounts have been returned in full to the Trustee.

7. On the Seventh Claim for Relief against the Moaveros, pursuant to 11 U.S.C. §§548(a)(1)(a), 550(a) and 551: (a) avoidance of the Moaveros Two-Year Transfers; (b) an order directing that the Moaveros Two-Year Transfers be set aside, and (c) recovery of the Moaveros Two-Year Transfers, or the value thereof, from the Moaveros for the benefit of the estate;

8. On the Eighth Claim for Relief against the Moaveros, pursuant to 11 U.S.C. §§548(a)(1)(b), 550(a) and 551: (a) avoidance of the Moaveros Two-Year Transfers; (b) an order directing that the Moaveros Two-Year Transfers be set aside, and (c) recovery of the Moaveros Two-Year Transfers, or the value thereof, from the Moaveros for the benefit of the estate;

9. On the Ninth Claim for Relief against defendants, the Moaveros, pursuant to Conn. Gen. Stat. § 52-552e(a)(1) and 11 U.S.C. §§544(b), 550(a) and 551: (a) avoidance of the Moaveros

(c) recovery of the Moaveros Four-Year Transfers, or the value thereof, from the Moaveros for the benefit of the estate;

10. On the Tenth Claim for Relief against defendants, the Moaveros, pursuant to Conn. Gen. Stat. § 52-552e(a)(1) and 11 U.S.C. §§544(b), 550(a) and 551: (a) avoidance of the Moaveros Four-Year Transfers; (b) an order directing that the Moaveros Four-Year Transfers be set aside, and (c) recovery of the Moaveros Four-Year Transfers, or the value thereof, from the Moaveros for the benefit of the estate;

11. On the Eleventh Claim for Relief against defendants, the Moaveros, pursuant to Conn. Gen. Stat. § 52-552e(a)(2) and § 52-552f(a), and 11 U.S.C. §§544(b), 550(a) and 551: (a) avoidance of the Moaveros Transfers; (b) an order directing that the Moaveros Transfers be set aside, and (c) recovery of the Moaveros Transfers, or the value thereof, from the Moaveros for the benefit of the estate;

12. On the Twelfth Claim for Relief against defendants, the Moaveros, pursuant to 11 U.S.C. § 502(d) any claim which the Moaveros may assert or has asserted must be disallowed until the preferential transfers and the fraudulently transferred amounts have been returned in full to the Trustee.

13. A permanent injunction precluding the Moaveros from transferring or disposing any assets during the pendency of this bankruptcy case;

14. Attorneys' fees;

15. Pre-judgment interest and costs; and

16. Such other and further relief as this Court deems just and proper.

17. The Trustee requests that the payment of the filing fee be deferred until the conclusion of this case.

Dated this 4th day of September, 2013.

KARA S. RESCIA, CHAPTER 7 TRUSTEE
FOR THE BANKRUPTCY ESTATE OF
GREGORY VIOLA
BY HER COUNSEL

/s/ Kara S. Rescia

Kara S. Rescia, Esq.

Federal Bar No. CT18001

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Tel No. (413) 526-9529

Email: Krescia@eatonandrescia.com

/s/ Jeffrey Hellman

Jeffrey Hellman (ct04102)

Law Offices of Jeffrey Hellman, LLC

195 Church Street, 10th Floor

New Haven, CT 06510

Tel: 203-691-8762

jeff@jeffhellmanlaw.com

EXHIBIT

D

BCI -- Property Crimes
Supplementary Report

Stamford Police Department
INCIDENT REPORT - NARRATIVE

INCIDENT#	11	07	11	0162
	Year	Mo	Day	Incident
UCR Code	Investigating Officer		Employee #	
26A	Sgt. P. diSpagna		0931	
Location			Apt. No./Location	
34 FAIRMONT AVENUE			MOAVERO RESIDENCE	

Time Reported	Type of Incident	UCR Code	Investigating Officer	Employee #
1700	FRAUD - FALSE PRETENSE	26A	Sgt. P. diSpagna	0931
Date Submitted	Location	Building Number	Street Name	Apt. No./Location
07/11/2011		34 FAIRMONT AVENUE		MOAVERO RESIDENCE

August 13, 2002. During this meeting it was explained to them by Gregory Viola was investing money in the stock market. He explained that some of the money would be used to buy stock in Citigroup and the majority of the money would be invested in energy companies and it was the most profitable. Louis admitted that they were very excited about making this investment and by Louis' own admission they were very naive and did not ask questions about returns. They just assumed that Greg was going to be successful because Chris was sure and told of great returns on his money.

Louis and Richard Moavero had money given to them by their mother. The money that amounted to \$39,246.43 was in an investment account with Fidelity Investments. This money was withdrawn and a check was issued to Richard J. Moavero and Louis C. Moavero Jr. in the amount of \$39,346.43 drawn on a Bankers Trust (Delaware) account 031100380, check #1651281, dated 08/06/2002. This check was endorsed by Louis and Richard Moavero and turned over to Gregory Viola sometime between August 6, 2002 and August 13, 2002. (See attached) The Moavero's received a letter from Gregory R. Viola sometime after their meeting and written on Citigroup letterhead.

Louis Moavero stated that to the best of his recollection he and his brother asked that all their dividends be reinvested. He recalled that as time went on he realized that they would be paying Gregory Viola a yearly fee for handling the portfolio and that would be one-half of 1% of the gross account balance plus \$250.00 but it had to be paid directly to Gregory Viola rather than deducted from the earned dividends.

Louis Moavero stated that he and his brother were receiving statements on their joint account and according to the statements the stocks purchased by Gregory Viola were earning dividends and with this re-investment the balance was growing substantially.

Louis Moavero reported that the portfolio was doing so well that he decided to invest the money he had acquired in his deferred income account that he started while working for the Stamford Fire rescue. Louis Moavero stated that in February 2003 he contacted Gregory Viola and opened up a second account in his name only. He then issued six checks between 02-27-03 and 01-07-06 totaling \$82,000 (See attached) to Greg Viola

Investigating Officer	0931	Request copy to be sent to:	FOLLOW-UP ACTIONS BY:	Page 2 of 4
Reviewed by Supervisor	[Signature]		<input type="checkbox"/> Investigator <input type="checkbox"/> Uniform <input type="checkbox"/> Juvenile Officer <input type="checkbox"/> None	

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P1

BCI - Property Crimes
Supplementary Report

Stamford Police Department
INCIDENT REPORT - NARRATIVE

INCIDENT#	11	07	11	0162		
	Year	Mo	Day	Incident		
Time Reported	Type of Incident			UCR Code	Investigating Officer	Employee #
1700	FRAUD - FALSE PRETENSE			26A	Sgt. P. diSpagna	0931
Date Submitted	Location	Building Number	Street Name	Apt. No./Location		
07/11/2011		34 FAIRMONT AVENUE		MOAVERO RESIDENCE		

and letters were issued by Viola stating not to cash any of the issued checks do to a problem with closing an existing account and opening a new account.

The Moavero's stated they began demanding their money and after several months of a run around they found that Gregory Viola could not be reached. This is when they decided to come to the police.

The Moavero's stated that they spoke with Chris Risola about coming with them to the Stamford Police Department but he informed them that he was handling the matter in a different way. When asked he stated he reported the matter to Sen. Richard Blumenthal and his office was going to handle the investigation.

I requested that the Moavero's reach out to the twenty or so others and ask them to contact me.

Investigating Officer's Name <i>P. diSpagna</i>	Employee # 0931	Request copy to sent to:	FOLLOW-UP ACTIONS BY: <input type="checkbox"/> Investigator <input type="checkbox"/> Jayville Officer <input type="checkbox"/> DeLima <input type="checkbox"/> Neer	Page 4 of 4
Reviewed by Supervisor	Shift Commander			